

	State of Alabama Request for Proposal	Solicitation Number	2005 Logistics 1
		Date Printed	August 10, 2005
		Date Issued	August 12, 2005
		Procurement Officer	Mr. Larry Patterson
		Phone	205-280-2248
		E-Mail Address	larryp@ema.alabama.gov

DESCRIPTION: Provide Services Associated with Emergency Technical and Logistical Assistance for the Alabama Emergency Management Agency

USING GOVERNMENTAL UNIT: ALABAMA EMERGENCY MANAGEMENT AGENCY (AEMA)

The Term "Offer" Means Your "Bid" or "Proposal".

SUBMIT OFFER BY (Opening Date/Date): **9/2/2005** See provision entitled "Deadline For Submission of Offer"

NUMBER OF COPIES TO BE SUBMITTED: One (1) original and five (5) copies so marked.

QUESTIONS MUST BE RECEIVED BY: 8/25/2005 See provision entitled "Questions From Offerors"

SUBMIT YOUR SEALED OFFER TO EITHER OF THE FOLLOWING ADDRESSES:

MAILING ADDRESS:	PHYSICAL ADDRESS:
Alabama Emergency Management Agency P. O. Drawer 2160 Clanton, Alabama 35046	AEMA 5898 County Road 41 Clanton, AL 35046

Offers must be sealed: See provision entitled "Submitting Your Offer"

AWARD & AMENDMENTS	Award will be posted at the Physical Address stated above on 09/26/2005 . The award, this solicitation, and any amendments will be posted at the following web address: aema.alabama.gov
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You must submit a signed copy of this form with Your Offer. By submitting a bid or proposal, You agree to be bound by the terms of the Solicitation. You agree to hold Your Offer open for a minimum of thirty (30) calendar days after the Opening Date.

NAME OF OFFEROR (Full legal name of business submitting the Offer)		OFFEROR'S TYPE OF ENTITY: (Check one) <input type="checkbox"/> Sole Proprietorship <input type="checkbox"/> Partnership <input type="checkbox"/> Corporation (tax-exempt) <input type="checkbox"/> Corporate entity (not tax-exempt) <input type="checkbox"/> Government entity (federal, state, or local) <input type="checkbox"/> Other _____ (See provision entitled "Signing Your Offer")
AUTHORIZED SIGNATURE (Person signing must be authorized to submit binding offer to enter contract on behalf of Offeror named above.)		
TITLE (Business title of person signing above)		
PRINTED NAME (Printed name of person signing above)	DATE	

Instructions regarding Offeror's name: Any award issued will be issued to, and the contract will be formed with, the entity identified as the offeror above. An offer may be submitted by only one legal entity. The entity named as the offeror must be a single and distinct legal entity. Do not use the name of a branch office or a division of a larger entity if the branch or division is not a separate legal entity, i.e., separate corporation, partnership, sole proprietorship, etc.

OFFEROR'S HOME OFFICES ADDRESS (Address for the offeror's principle place of business)		
CITY	STATE	ZIP CODE
PHONE	FACSIMILE	E-MAIL
STATE OF INCORPORATION (If offeror is a corporation, identify the state of Incorporation)		
TAXPAYER IDENTIFICATION NO. (See provision entitled Taxpayer Identification Number)		

Solicitation Outline

- 1. Scope of Service**
- 2. Instructions to Offerors**
- 3. Scope of Work/Specifications**
- 4. Information for Offerors to Submit**
- 5. Qualifications**
- 6. Award Criteria**
- 7. Terms and Conditions**
- 8. Bidding Schedule/Cost Proposal**
- 9. Attachments to Solicitation**

1. SCOPE OF SOLICITATION

Maximum Contract Period: From date of award through one (1) year.

It is the intent of the State of Alabama, Emergency Management Agency to solicit proposals to provide services associated with Emergency Technical & Logistical Assistance for the purpose of providing technical support, consultant and project management resources to perform disaster related operations and support for the Alabama Emergency Management Agency in accordance with all requirements stated herein.

1.1. PERFORMANCE PERIOD

The contractor shall commence immediately upon notification from the Alabama Emergency Management Agency.

1.2. BACKGROUND

A disastrous event in Alabama regardless of cause (natural, manmade, or technological) will require a massive sustained response to mitigate the effects on lives and property, to assist the affected population, and to insure essential necessities of life are delivered in a timely and effective manner.

1.3. BUDGET

Funds for this contract are provided by and contingent upon federal grants.

2. INSTRUCTIONS TO OFFERORS

General Instructions

- 2.1. AMENDMENTS TO SOLICITATION** (a) The solicitation may be amended at any time prior to opening. All vendors receiving this RFP will be notified, in writing of any Amendments created. (b) Offerors shall acknowledge receipt of any amendment to this solicitation (1) by signing and returning the Amendment, (2) by letter, or (3) by submitting a proposal that indicates in some way that the offeror received the Amendment.

- 2.2. **PROPOSAL AS OFFER TO CONTRACT** By submitting your proposal, you are offering to enter into a contract with the State of Alabama. Without further action by either party, a binding contract shall result upon final award. Any award issued will be issued to, and the contract will be formed with, the entity identified as the Offeror on the Cover Page. An offer may be submitted by only one legal entity; “joint proposals” are not allowed.
- 2.3. **PROCUREMENT AGENT** (a) Authorized Agent. All authority regarding the conduct of this procurement is vested solely with the AEMA Director. Unless specifically delegated in writing, the AEMA Director is the only government official authorized to bind the government with regard to this procurement. (b) Purchasing Liability. The Contract Officer is an employee of the Emergency Management Agency acting on behalf of the State of Alabama. Any contracts awarded as a result of this procurement are between the Contractor and the State of Alabama. The Contract Officer is not a party to such contracts, unless and to the extent that the board is a using governmental unit, and bears no liability for any party’s losses arising out of or relating in any way to the contract.
- 2.4. **DEADLINE FOR SUBMISSION OF OFFER** Any offer received after the contract officer of the governmental body or his designee has declared that the time set for opening has arrived, shall be rejected unless the offer has been delivered to the designated purchasing office or the governmental bodies’ mail room which services that purchasing office prior to the established submission deadline.
- 2.5. **DEFINITIONS** Except as otherwise provided herein, the following definitions are applicable to all parts of the solicitation. For additional definitions, see the terms and conditions below.
- a. AMENDMENT – means a document issued to supplement the original solicitation document.
 - b. BUYER – means the Contract Officer.
 - c. COVER PAGE – means the top page of the original solicitation on which the solicitation is identified by title/name. Offerors are cautioned that Amendments may modify information provided on the Cover Page.
 - d. OFFER – means the proposal submitted in response to this solicitation. The terms “Bid” and “Proposal” are used interchangeably with the term “Offer.”
 - e. OFFEROR – means the single legal entity submitting the offer. The term “Bidder” is used interchangeably with the term “Offeror.” See bidding provisions entitles “Signing Your Offer” and “Bid/Proposal As Offer to Contract.”
 - f. CONTRACT OFFICER – means the person, or his successor, identified as such on the Cover Page.
 - g. YOU and YOUR – means Offeror.
 - h. SOLICITATION – means this document, including all its parts, attachments, and any Amendments.
 - i. STATE – means the Using Governmental Unit(s) identified on the Cover Page.
 - j. SUBCONTRACTOR – means any person having a contract to perform work or render service to Contractor as a part of the Contractor’s agreement arising from this solicitation.
- 2.6. **DUTY TO INQUIRE** Offeror, by submitting an Offer, represents that it has read and understands the Solicitation and that its Offer is made in compliance with the Solicitation. Offeror are expected to examine the Solicitation thoroughly and should

request an explanation of any ambiguities, discrepancies, errors, omissions, or conflicting statements in the Solicitation. Failure to do so will be at the Offeror's risk. Offeror assumes responsibility for any patent ambiguity in the Solicitation that Offeror does not bring to the State's attention.

- 2.7. **OMIT TAXES FROM PRICE** Do not include any taxes in Your price that the State may be required to pay.
- 2.8. **QUESTIONS FROM OFFERORS** (a) Any prospective offeror desiring an explanation or interpretation of the solicitation, drawings, specifications, etc., must request it in writing. Questions must be received by the Contract Officer no later than six (6) days prior to opening **unless otherwise stated on the Cover Page**. Oral explanations or instructions will not be binding. Any information given a prospective offeror concerning a solicitation will be furnished promptly to all other prospective offerors as an Amendment to the solicitation, if that information is necessary for submitting offers or if the lack of it would be prejudicial to other prospective offerors. (b) The State seeks to permit maximum practicable competition. Offerors are urged to advise the Contract Officer – as soon as possible – regarding any aspect of this procurement, including any aspect of the Solicitation that unnecessarily or inappropriately limits full and open competition.
- 2.9. **RESPONSIVENESS/IMPROPER OFFERS** (a) Propose as Specified. Offers for supplies or services other than those specified will not be considered unless authorized by the Solicitation. (b) Responsiveness. Any Offer which fails to conform to the material requirements of the Solicitation may be rejected as non-responsive. Offers which impose conditions that modify material requirements of the Solicitation may be rejected. A fixed price is required, therefore, an Offer will be rejected if the total possible cost to the State cannot be determined. Offerors will not be given an opportunity to correct any material nonconformity. Any deficiency resulting from a minor informality may be cured or waived at the sole discretion of the Contract Officer. (c) Unbalanced Bidding. The State may reject an Offer as non-responsive if the prices bid are materially unbalanced between line items or sub-line items. A bid is materially unbalanced when it is based on prices significantly less than cost for some work and prices which are significantly overstated in relation to cost for other work, and if there is a reasonable doubt that the bid will result in the lowest overall cost to the State even though it may be the low evaluated bid, or if it is so unbalanced as to be tantamount to allowing an advance payment.
- 2.10. **RESTRICTIONS APPLICABLE TO OFFERORS** By submitting an Offer, You agree not to discuss this procurement activity in any way with any State of Alabama Agency or Department or its employees, agents or officials. All communications must be solely with the Contract Officer. This restriction expires once a contract has been formed and may be lifted by express written permission from the Contract Officer. In order to control the cost of preparation, submittals will be restricted to **sixty (60)**, one-sided pages. This restriction does not include the forms, as furnished and required by the solicitation, if any, to be completed and submitted or organized dividers, table of contents, etc.
- 2.11. **SIGNING YOUR OFFER** Every Offer must be signed by an individual with actual authority to bind the Offeror. (a) If the Offeror is an individual, the Offer must be signed by that individual. If the Offeror is an individual doing business as a firm, the Offer must be submitted in the firm name, signed by the individual, and state that the

individual is doing business as a firm. (b) If the Offeror is a partnership, the Offer must be submitted in the partnership name, followed by the words “by its Partner,” and signed by a general partner. (c) If the Offeror is a corporation, the Offer must be submitted in the corporate name, followed by the signature and title of the person authorized to sign. (d) An Offer may be submitted by a joint venturer involving any combination of individuals, partnerships, or corporations. If the Offeror is a joint venture, the Offer must be submitted in the name of the Joint Venture and signed by every participant in the joint venture in the manner prescribed in paragraphs (a) through (c) above for each type of participant. (e) If an Offer is signed by an agent, other than as stated in subparagraphs (a) through (d) above, the Offer must state that it has been signed by an Agent. Upon request, Offeror must provide proof of the agent’s authorization to bind the principal.

- 2.12. **SUBMITTING YOUR OFFER OR MODIFICATION** (a) **Offers and offer modifications shall be submitted in sealed envelopes or packages – (1) Addressed to the office specified in the Solicitation; and (2) Showing the time and date specified for opening, the name of contract officer, and the name and address of the bidder.** (b) **Each Offeror must submit the number of copies indicated on the Cover Page.** (c) Offerors using commercial carrier services shall ensure that the Offer is addressed and marked on the outermost envelope or wrapper as prescribed in paragraphs (a)(1) and (2) of this provision when delivered to the office specified in the Solicitation. (d) Facsimile Offers, modifications, or withdrawals, will not be considered.

Special Instructions

- 2.13. **SUBMISSION OF QUESTIONS** – **Deadline: 08/25/2005**

Mark envelopes on questions mailed: QUESTIONS; RFP “2005 Logistics Contract”
Title: Emergency Technical and Logistical Assistance
Attn: Mr. Larry Patterson

- 2.14. **QUESTIONS (ONLY) MAY BE E-MAILED TO:** **FAXED TO:**
larryp@ema.alabama.gov 205-280-2243

- 2.15. **OR MAILED TO ADDRESS PROVIDED ON COVER PAGE.**

Due to the possibility of negotiation with any offeror submitting a proposal which appears to be eligible for contract award pursuant to the selection criteria set forth in this Request for Proposal (RFP), prices will not be divulged at time of opening.

ALL MAIL IS PICKED UP FROM THE US POSTAL SERVICE ONCE DAILY AROUND 8:30 AM (EXCLUDING WEEKENDS AND HOLIDAYS).

- 2.16. **PREPARATION OF PROPOSAL:** (a) All proposals should be complete and carefully worded and should convey all of the information requested by the State. If significant errors are found in the offeror’s proposal, or if the proposal fails to conform to the essential requirements of the RFP, the State and the State alone, will be the judge as to whether that variance is significant enough to reject the proposal. (b) Proposals should be prepared simply and economically, providing a straightforward, concise description of offeror’s capabilities to satisfy the requirements of the RFP. Emphasis should be on completeness and clarity of content. (c) Each copy of the proposal should

be bound in a single volume where practical. All documentation submitted with the proposal should be bound in that single volume. (d) If your proposal includes any comment over and above the specific information requested in our Request for Proposal, you are to include this information as a separate appendix to your proposal.

- 2.17. **ORAL PRESENTATIONS**: Offerors may be requested to make oral presentations of their proposals to the State of Alabama at the State's sole discretion and invitation. Such presentations provide an opportunity for the offerors to clarify their proposals and to ensure a thorough understanding.
- 2.18. **UNSUCCESSFUL OFFERORS**: Offerors not awarded a contract under this solicitation, may request return of their proposals within thirty (30) days after notification of award is mailed. All cost of returns will be paid by the offeror. If Federal Express, UPS, or other shipping number is not received with request, all materials will be destroyed.
- 2.19. **DISCUSSION WITH RESPONSIVE OFFERORS**: Discussions may be conducted with responsive offerors who submit proposals for the purpose of clarification to assure full understanding of the requirements of the request for proposals. All offerors, whose proposals, in the procuring agency's sole judgment, needing clarification shall be accorded such an opportunity.

3. SCOPE OF WORK / SPECIFICATIONS

PURPOSE

The Alabama Emergency Management Agency seeks to contract the services of a qualified contractor to provide services associated with "Professional Disaster Response Operations" and for the purpose of providing logistical support, consultant and project management resources to perform disaster related operations and support. The selected firm shall be required to provide the necessary resources to adequately support disaster operations throughout the State of Alabama. Assistance shall include planning, coordination, resource procurement and accountability, logistics, warehousing, maintenance and equipment.

Equipment and resource support should include but not be limited to items such as generators, emergency lighting, pumps, fork lifts, loading docks and ramps, water, ice, food, tarps, temporary housing, cots, material handling equipment (MHE), fuel, medical shelter beds, and meals.

The selected contractor will develop a comprehensive plan to provide resource and logistical support to the State of Alabama. Program work elements will include but not be limited to:

- 3.1 Provide technical assistance and consultant services to the Alabama Emergency Management Agency across the full spectrum of response and recovery operations. Provide qualified operators and technical personnel to perform all required activities in a manner that is both expedient and cost efficient consistent with the best interests of the State of Alabama. Provided services/resources would include but not be limited to the following:

Emergency Materials/Supplies (Initial order with delivery into State within 24 hours once requested):

- 3.1.1 Bottled Water – initial emergency order = 100 trucks (in a 53 ft. trailer, 20 pallets minimum per truck and minimum 16 oz. bottles)
- 3.1.2 Ice – initial emergency order = 100 trucks (eight pound bag minimum, 53 ft. trailer, and 20 pallets per reefer truck)
- 3.1.3 Tarps – initial emergency order = 10,000 (minimum size per tarp 20 ft. x 25 ft.)
- 3.1.4 Power Generators – initial emergency order = (5) 250 watt; (1) 1000 watt (Including installation and sufficient fuel for a minimum of 72 hours of continuous operation.)
- 3.1.5 Cots (folding-type) – initial emergency order = 5,000
- 3.1.6 Medical Needs Shelter Beds – initial emergency order = 350
- 3.1.7 Sandbags – initial emergency order = 10,000
- 3.1.8 Meals (MRE) – initial emergency order = 50 trucks (1,812 cases per truck; 53 ft. trailer)

Note: a.) Contractor shall provide all necessary and adequate material handling equipment (MHE) to fulfill the State's needs. b.) State reserves the right to modify its order for supplies, materials, equipment, and manpower support based on the severity of an emergency and the needs of the public are determined.

Emergency Services to include, but not limited to,

- 3.1.9 Develop and implement short and long haul transportation of material
- 3.1.10 Provide Temporary Housing Mobile Facilities = Self-Contained
- 3.1.11 Provide Mobile Command Post Facility = Self-Contained
- 3.1.12 Provide Material Handling Equipment (MHE) w/ Operators
- 3.1.13 Provide Emergency Fuel for Emergency Response Vehicles
- 3.1.14 Provide Emergency Pumps and Piping
- 3.1.15 Develop Route Planning Maps from Mobilization Sites to Staging Area(s) or Distribution Points
- 3.1.16 Provide Logistics Officer @ AEMA w/ arrival within 24 hours of request
- 3.1.17 Provide ICS trained, certified and experienced personnel
- 3.1.18 Develop and Coordinate Distribution Plan of Emergency Supplies & Materials within 24 hours of initial order by State

3.1.19 Provide Basic Camp Operational Support (manpower) as requested.

Note: State reserves the right to modify its request for emergency support services based the severity of the emergency and the needs of the public are determined.

3.2 Provide project management services for disaster response operations to include equipment, site assessment, unit installation, unit maintenance, deactivation and staging operations.

3.3 Contractor will provide a single point of contact for planning and coordination between the contractor and the state.

3.4 Contractor representative will participate in at least one exercise annually to validate plans.

3.5 Coordinate with designated representatives at the Alabama Emergency Operations Center, Mobilization Sites and County Staging Areas when activated.

3.6 Contractor shall have the ability to:

- a. Have pre-defined ready packages of personnel and equipment on-site within 24 hours of notification to provide technical assistance and coordination of operations.
- b. Provide professional personnel resources, for technical assistance and to support mobilization site operations.
- c. Provide adequate staff for sustained long-term operations.

3.7 Contractor shall have the ability to scale operations as needed, based on the situation.

3.8 Provide AEMA with daily reports detailing, but not limited to, both government and non-government furnished items, number of items handled (received and shipped), number of items in staging, number of items in use, items installed at state, commercial and private sites, maintenance and personnel costs.

3.9 Chargeable fees for personnel and equipment may not exceed the FEMA per item fee guidelines.

3.10 Participation by the contractor in telephone conference calls to coordinate with AEMA logistics manager as needed.

3.11 The contractor shall develop an initial presentation as follows:

- a. An overview briefing to AEMA executive managers to include the Director, Chief, Response and Operations, Chief, Preparedness, Response Operations Manager, Operations Support Manager and other staff deemed necessary.
- b. The contractor shall provide electronic and hard copies of the presentations to AEMA including all handout materials.
- c. The Contractor will be prepared to make their presentation within sixty (60) days upon the award of this contract.

- 3.1.12 Coordination: The contractor shall coordinate with appropriate representatives of the AEMA staff. Contact names, telephone numbers, and email addresses will be provided to the successful contractor.

The awarded contract shall not be considered exclusive and the State retains the right to obtain similar services from additional Contractors. The Contractor may be called upon throughout the contract term to render services to assist the State with special needs and events for other than full-scale disasters.

The State, at its sole discretion, may expand the scope of services to include additional requirements. The state reserves the right to investigate, as it deems necessary, to determine the ability of any firm to perform the work or services requested. Information the State deems necessary in order to make a determinations shall be provided by the firms upon request.

It is the State's intent to pre-establish immediate and non-immediate services that may be required in the event of a disaster.

It is the intent of the State to award a one (1) year term contract, which shall commence immediately upon the State's approval and signing of the contract. Should any active individual project extend beyond the expiration date of the contract, the project agreement shall be extended until the project has been satisfactorily and successfully completed and accepted.

4. Information for Offerors to Submit

Contractors are invited to propose services that they are qualified to perform. The State reserves the right to split the award of the resulting contract or award a service to multiple Contractors. All proposals should be complete and carefully worded and should convey all of the information requested by the State. If significant errors are found in the offeror's proposal, or if the proposal fails to conform to the essential requirements of the RFP, the State and the State alone, will be the judge as to whether that variance is significant enough to reject the proposal. Proposals should be prepared simply and economically, providing a straightforward, concise description of offeror's capabilities to satisfy the requirements of the RFP. Emphasis should be on completeness and clarity of content. Proposals which include either modifications to any of the contractual requirements of the RFP or an offeror's standard terms and conditions may be deemed non-responsive and therefore not considered for award.

Unless stated otherwise herein, the basic and governing language of the contract resulting from this solicitation shall be comprised of the RFP documents, including any attachments and amendments, and the successful offeror's signed proposal. In the event of a conflict between the two documents, the RFP shall govern.

To be considered for award, all proposals must include, as a minimum, the following information. Offerors should restate each of the items listed below and provide their response immediately thereafter. **All information should be presented in the listed order:**

Cover Letter – Submit a cover letter, which includes a summary of the offeror's ability to perform the services described herein and a statement that the offeror is willing to perform those services and enter into a contract with the State. The cover letter must state that the

offeror will comply with all requirements of the RFP. The cover letter must be signed by a person having the authority to commit the offeror to a contract.

- a. Offerors Qualifications: (a) Offeror must, upon request of the State, furnish satisfactory evidence of its ability to furnish products or services in accordance with the terms and conditions of this proposal. The Alabama Emergency Management Agency reserves the right to make the final determination as to the offeror's ability to provide the services requested herein. (b) The Contractor's company shall be currently engaged in emergency disaster recovery services on a full time basis, year round, for a minimum of five (5) years, with dedicated management and administrative support staff, in-house employees and company owned equipment. The Contractor may supplement in-house resources with private individuals or companies. The contractor shall have the financial strength to assume extensive and large expenditures. (c) Identify offeror's personnel who will be dedicated to the project and provide resumes which indicate their qualifications and experience.
- b. Proposed Approach/Methodology: The proposal must include a statement of the offeror's proposed approach and schedule to accomplish the tasks as set forth in Part III, Scope of Work. The proposal must include a detailed, item-by-item response to each specific element listed in the Scope of Work.
- c. References: Offeror to provide at least three (3) references for which the offeror has done similar work. Include entity or company's name, address, telephone number, contact person and duration of the contract. Include all State of Alabama (local/State) government agencies, or departments, where you currently or previously were under contract for your services.
- d. Price Proposal: The offeror must include their project management rates and fees required for professional services and all related expenses necessary to accomplish the project (see Scope of Work). List management costs as a separate cost item associated with the cost for each supply item, material, and subcontractor service.

4.1 Miscellaneous Proposed Requirements & Instructions:

Offerors shall submit a proposal for the following services. However, the proposals are not limited to the above list should the offeror feel they might have similar services available that may be of benefit to the State.

The Contractor shall perform all services in a professional and competent manner and in compliance with all applicable laws, ordinances, rules, regulations, and permits. Only the highest quality of workmanship will be acceptable. Services, equipment, and/or workmanship not conforming to the intent of the awarded contract or meeting the approval of the State may be rejected. Replacements and/or rework, as required, will be accomplished at no additional cost to the State.

Contractor shall bear all of its own operating costs and is responsible for all permit, license fees, and maintenance of its own and subcontractor's trucks, and equipment to keep such property in condition and manner adequate to accomplish contracted services.

The Contractor shall provide expertise, technical guidance and consultation before, during and after the disaster event. The Contractor shall provide administrative support for contracted operations, on-site management staff to work with State staff, and field supervisors, operators, drivers, laborers along with

appropriate vehicles, equipment, housing, hand tools and all other incidentals to ensure a successful recovery operation.

The Contractor shall be responsible for knowledge of and compliance with all federal, state and local laws, rules, practices and regulations.

No guarantee is expressed or implied as the volume of services, if any, shall be procured under this Request for Proposal by the State of Alabama.

4.2 Strategic Planning:

The Contractor in conjunction with the State shall develop a strategic plan for disaster response and recovery services and submit twelve (12) hard copies and same documentation on one CD-ROM in Adobe Acrobat format to the State for approval fourteen (14) days prior to the pre-event planning meeting.

A pre-event planning meeting shall be conducted within sixty (60) days upon the award of this contract. State staff will work closely with the Contractor to identify the following:

- a. Map of primary transportation routes;
- b. Map of all facilities with notation to essential facilities;
- c. Emergency power requirements for essential facilities;
- d. Map of sanitary portable toilets and wash stations for immediate placement; and
- e. Possible equipment staging locations.

The Contractor shall meet with the State staff prior to the beginning of each Hurricane season for pre-event planning. At this meeting, the State and Contractor will discuss elements that may change or effect disaster recovery.

4.3 Mobilization:

Upon State's notification, the contractor is responsible to contact the State's representative ninety-six (96) hours, forty-eight (48) hours AND twenty-four (24) hours prior to a storm event.

Depending on the category of event and/or type of event, the State may revise the requirements for immediate mobilization.

Compensation for Standby Equipment – Following are procedures should the need for immediate equipment no longer exist based on minimal storm damage or the storm by-passes the State.

The State will release the equipment to the Contractor for deployment outside of the State. This process shall be in writing with the State's Representative signature authorizing the release of the equipment.

In the event the equipment cannot be redirected, the State shall compensate the Contractor based on the minimum term (daily, weekly, or monthly) of the Contractor's agreement for rental/lease.

In all instances the Contractor shall make every effort to negotiate with their supplier a rental term no longer than one (1) week. In all instances, a copy of the

Contractor's supplier's invoice and contract shall accompany the Contractor's application for payment.

The Contractor shall coordinate with the State a disaster response and recovery plan applicable to the event with delivery of services and supplies within 24 hours of initial order and activation. The plan shall include:

- a. Verification of primary transportation routes, which require clearing;
- b. Placement of emergency power;
- c. Placement of immediate needs sanitary portable toilets and wash stations;
- d. Placement of immediate needs reefer and refrigerator containers and initial ice supply (100 trucks); and
- e. Placement of water trucks and potable water and emergency water (initial supply of 100 trucks bottled drinking water).

The Contractor shall be capable of mobilizing 100% of required resources within 24 hours following an event for all other services.

4.4 Emergency Power Generators:

Contractor shall provide all labor, materials, equipment, tools and any other incidental items to furnish, deliver and install emergency power to essential facilities as identified and directed by the State. In some instances, the emergency generators will be used as stand-by units and will not need immediate installation.

Upon delivery of each unit, the Contractor shall contact the designated State staff for receipt and documentation for equipment.

The Contractor shall be responsible for fueling the provided generators and State owned generators on a daily basis or as identified by and directed by the State. The State will provide the Contractor with the State's emergency fuel vendors list.

The Contractor shall be responsible for providing required maintenance and repair to provided generators. The cost for providing such maintenance and repairs shall be the responsibility of the Contractor.

In some instances, the contractor shall be required to be on-call 24 hours for repairs to essential generators.

State will compensate the Contractor for all equipment, materials, and labor expenses incurred.

4.5 Temporary Sanitary Facilities

The Contractor shall provide essential self-contained temporary sanitary facilities immediately following a disaster event as identified and directed by the State. The contractor shall also obtain a legal subcontractor to service units as may be needed.

- a. Portable toilet units; and
- b. Portable hand washing systems

The units provided by the Contractor will be on a temporary basis until the State's contracted vendor can adequately place their units. Upon delivery of such units, the State will authorize the removal of the Contractor's temporary units.

Waste products must be disposed at a legally operated disposal facility.

State will compensate the Contractor based the Contractor's actual supplier invoice plus a project management fixed percentage fee. In all instances, a copy of the supplier's invoice shall accompany the pay request.

4.6 Reefer And Refrigerator Containers for Temporary Storage Capability

The Contractor shall provide a minimum of fifty (50) reefer containers for temporary storage. Placement of containers shall be as directed by the State.

The Contractor shall be responsible for providing and installing temporary generator power or supplies/materials to connect to building power. If generator powers the containers, the contractor shall be responsible for fueling generators as may be required. The State will provide the Contractor with the State's emergency fuel vendor; the State will be responsible for payment of fuel for refueling generators.

The Contractor shall be responsible for providing required maintenance and repair to equipment. The cost for providing such maintenance and repairs shall be the responsibility of the Contractor.

4.7 Potable Water Trucks And Emergency Water:

The Contractor shall be responsible for providing potable water and maintaining supply of potable water until the State's potable water system is operational and safe to drink. The Contractor shall also be responsible for maintaining the water tank and appurtenances in a manner that will not allow the potable water to be contaminated. The cost for providing such maintenance and repairs shall be the responsibility of the Contractor.

In the event the equipment requires power to operate, the Contractor shall be responsible for providing and installing temporary generator power or supplies/materials to connect to building power. If generator powers the containers, the contractor shall be responsible for fueling generators as may be required. The State will provide the Contractor with the State's emergency fuel vendors.

4.8 Canteen

As directed by the State, the Contractor shall provide all labor, facilities, equipment, staff, and other incidentals required to provide a temporary canteen for feeding State employees and Mutual Aid employees. If required, this task of the scope of service shall be completed in accordance with Section III.

4.9 Temporary Security Personnel

As directed by the State, the Contractor shall provide all labor, equipment, transportation and other incidentals required to provide temporary and qualified security personnel to oversee the security of designated facilities.

If required, the Contractor shall be capable of executing services for this task of the scope of service within the first ninety-six (+/-) hours after disaster event.

5. Award Criteria

Funds for this contract are provided by and contingent upon federal grants. Award to be made pending availability of funds.

An award resulting from this request shall be awarded to the responsive and responsible offeror(s) whose proposal is determined to be most advantageous to the State, taking into consideration price, when required, and the evaluation factors set forth herein; however, the right is reserved to reject any and all proposals received and in all cases, the State will be the sole judge as to whether an offeror's proposal has or has not satisfactorily met the requirements of this RFP.

Proposals will be evaluated by an internal agency review committee on the basis of the following criteria:

- a. The offeror's professional qualifications and experience in the field of Logistical operations and management. (30 percent)
- b. The quality and effectiveness of the offeror's proposed approach to accomplish the tasks in the scope of work. (25 percent)
- c. Evaluation of references. (25 percent)
- d. Price Proposal. (20 percent)

6. Terms and Conditions

GENERAL

- 6.1. **AFFIRMATIVE ACTION:** The contractor will take affirmative action in complying with all Federal and State requirements concerning fair employment and employment of the handicapped, and concerning the treatment of all employees, without regard or discrimination by reason of race, color, religion, sex, national origin or physical handicap. The following are incorporated herein by reference: 41 C.F.R. 60-1-4, 60-250.4 and 60-741-4.
- 6.2. **ASSIGNMENT:** No contract or its provisions may be assigned, sublet, or transferred without the written consent of the Alabama Emergency Management Agency.
- 6.3. **PRIME CONTRACTOR RESPONSIBILITIES:** The contractor will be required to assume sole responsibility for the complete effort as required by this RFP. The State will consider the contractor to be the sole point of contact with regard to contractual matters.
- 6.4. **RECORDS RETENTION & RIGHT TO AUDIT:** The State shall have the right to audit the books and records of the contractor as they pertain to this contract. Such books and records shall be maintained for a period of three (3) years from the date of final payment under the contract. The State may conduct, or have conducted, performance audits of the contractor. The State may conduct, or have conducted, audits of specific requirements of this bid as determined necessary by the State. Pertaining to all audits, contractor shall make available to the State access to its computer files containing the

history of contract performance and all other documents related to the audit. Additionally, any software used by the contractor shall be made available for auditing purposes at no cost to the State.

- 6.5. **ALABAMA GOVERNING LAW CLAUSE**: The Agreement and any dispute, claim, or controversy relating to the Agreement shall, in all respects, be interpreted, construed, enforced and governed by and under the laws of the State of Alabama. All disputes, claims, or controversies relating to the Agreement shall be resolved exclusively to the filing of a claim with the Board of Adjustments for the STATE OF ALABAMA. Contractor agrees that any act by the Government regarding the Agreement is not a waiver of either the Government's sovereign immunity or the Government's immunity under the Eleventh Amendment of the United State's Constitution. As used in this paragraph, the term "Agreement" means any transaction or agreement arising out of, relating to, or contemplated by the solicitation. The parties expressly agree that the UN Convention on the International Sale of Good shall not apply to this agreement.
- 6.6. **SUBCONTRACTING**: If any part of the work covered by this RFP is to be subcontracted, the offeror shall identify the subcontracting organization and the contractual arrangements made therewith. All subcontractors must be approved by the State. The offeror will also furnish the corporate or company name and the names of the officers of any subcontractors engaged by the offeror.
- 6.7. **TERMINATION**: Subject to the Provisions below, any contract resulting from this proposal may be terminated by the Alabama Emergency Management Agency provided a thirty (30) days advance notice in writing is given to the contactor.
- Non-Appropriations: Funds for this contract are payable from State and/or Federal appropriations.
- In the event sufficient appropriations are not made to pay the charges under the contract it shall terminate without any obligation to the State of Alabama.
- Convenience: In the event that this contract is terminated or canceled upon request and for the convenience of the State without the required thirty (30) days advance written notice, then the State shall negotiate reasonable termination costs, if applicable.
- Cause: Termination by the State for cause, default or negligence on the part of the contractor shall be excluded from the foregoing provisions; termination costs, if any shall not apply. The thirty (30) days advance notice requirement is waived and the default provision listed herein shall apply.
- Default: In case of default on contractor, the State reserves the right to purchase any or all items/services in default in open market, charging contractor with any excessive costs. SHOULD SUCH CHARGE BE ASSESSED, NO SUBSEQUENT PROPOSALS OF THE DEFAULTING CONTRACTOR WILL BE CONSIDERED UNTIL THE ASSESSED CHARGE HAS BEEN SATISFIED.
- 6.8 **OFFEROR RESPONSIBILITY**: Each offeror shall fully acquaint himself with conditions relating to the scope and restrictions attending the execution of the work under the conditions of this proposal. It is expected that this will sometimes require on-site observation. The failure or omission of an offeror to acquaint himself with existing conditions shall in no way relieve him of any obligation with respect to this proposal or to the contract.

6.9 **OWNERSHIP OF MATERIAL**: Ownership of all data, material and documentation originated and prepared for the State pursuant to this contract shall belong exclusively to the State.

6.10 **CONTRACT TERM/OPTION TO EXTEND**

INITIAL CONTRACT PERIOD: From date of award through one (1) year, not to exceed beyond September 30, 2006, unless the State authorizes an extension in writing.

A resulting contract will automatically extend on the first anniversary date unless either party elects not to extend the contract. Extensions may not exceed one additional one (1) year period. If the contractor elects not to extend on the anniversary date, the contractor must notify the Alabama Emergency Management Agency of its intention in writing ninety (90) days prior to the anniversary date.

Refer to Part IV. Information for Offerors to Submit, Price Proposal.

ATTACHMENTS TO SOLICITATION

- a. Offeror's Checklist
- b. State Required Forms
- c. State of Alabama Disclosure Statement

OFFEROR'S CHECKLIST

AVOID COMMON PROPOSAL MISTAKES

Review this checklist prior to submitting your proposal.
If you fail to follow this checklist, you risk having your proposal rejected.

DO NOT INCLUDE ANY OF YOUR STANDARD CONTRACT FORMS!

UNLESS EXPRESSLY REQUIRED, DO NOT INCLUDE ANY ADDITIONAL BOILERPLATE CONTRACT CLAUSES.

REREAD YOUR ENTIRE PROPOSAL TO MAKE SURE YOUR PROPOSAL DOES NOT TAKE EXCEPTION TO ANY OF THE STATE'S MANDATORY REQUIREMENTS

MAKE SURE YOU HAVE PROPERLY MARKED ALL PROTECTED, CONFIDENTIAL, OR TRADE SECRET INFORMATION IN ACCORDANCE WITH THE INSTRUCTIONS ENTITLED: SUBMITTING CONFIDENTIAL INFORMATION. **DO NOT MARK YOUR ENTIRE PROPOSAL AS CONFIDENTIAL, TRADE SECRET, OR PROTECTED! DO NOT INCLUDE A LEGEND ON THE COVER STATING THAT YOUR ENTIRE RESPONSE IS NOT TO BE RELEASED!**

HAVE YOU PROPERLY ACKNOWLEDGED ALL AMENDMENTS? INSTRUCTIONS REGARDING HOW TO ACKNOWLEDGE AN AMENDMENT SHOULD APPEAR IN ALL AMENDMENTS ISSUED.

MAKE SURE YOUR PROPOSAL INCLUDES A COPY OF THE SOLICITATION COVER PAGE. MAKE SURE THE COVER PAGE IS SIGNED BY A PERSON THAT IS AUTHORIZED TO CONTRACTUALLY BIND YOUR BUSINESS.

MAKE SURE YOUR PROPOSAL INCLUDES THE NUMBER OF COPIES REQUESTED.

CHECK TO ENSURE YOUR PROPOSAL INCLUDES EVERYTHING REQUESTED!

IF YOU HAVE CONCERNS ABOUT THE SOLICITATION, DO NOT RAISE THOSE CONCERNS IN YOUR RESPONSE! AFTER OPENING, IT IS TOO LATE! IF THIS SOLICITATION INCLUDES A PRE-PROPOSAL CONFERENCE OR A QUESTION & ANSWER PERIOD, RAISE YOUR QUESTIONS AS A PART OF THAT PROCESS! PLEASE SEE INSTRUCTIONS UNDER THE HEADING "SUBMISSION OF QUESTIONS" AND ANY PROVISIONS REGARDING PRE-PROPOSAL CONFERENCES.

This checklist is included only as a reminder to help offerors avoid common mistakes.

Responsiveness will be evaluated against the solicitation, **not** against this checklist.

You do not need to return this checklist with your response.

PROPOSAL SUBMITTAL FORM

(Company Name)

(_____) _____
(Telephone #)

(_____) _____
(FAX #)

(Company E-Mail Address)

(Company Web Address)

(Home Office Address)

(City, State & Zip)

(Address of Office Servicing the State of Alabama, other than above)

(Name/Title of State Representative)

(Business and Cell Phone #)

(FAX #)

(Representative's E-Mail Address)

The undersigned attests to his/her authority to submit this proposal and to bind the Contractor herein named to perform as per contract, if the Contractor is awarded a Contract by the STATE. The undersigned further certifies that he/she has read the Request for Proposal, Terms and Conditions, Insurance Requirements and all other documentation relating to this request and this proposal is submitted with full knowledge and understanding of the requirements and time constraints noted herein.

Addendum No. _____ Dated _____ Addendum No. _____ Dated _____
Addendum No. _____ Dated _____ Addendum No. _____ Dated _____

(Signature)

(Date)

(Print Name)

QUALIFICATIONS STATEMENT

The undersigned certifies under oath the truth and correctness of all statements and all answers to questions made hereinafter:

SUBMITTED TO:

State of Alabama
Emergency Management Agency
Operations Division
5898 County Rd. 41
P. O. Drawer 2160
Clanton, AL 35046-2160

CHECK ONE:

Individual _____
Partnership _____
Joint Venture _____
Other: _____

SUBMITTED BY:

NAME: _____

ADDRESS: _____

PRINCIPLE OFFICE: _____

1. State the true, exact, correct and complete legal name of the partnership, corporation, trade or fictitious name under which you do business and the address of the place of business.

The correct name of the Offeror is: _____

The address of the principal place of business is: _____

2. If the Offeror is a corporation, answer the following:

a. Date of Incorporation: _____

b. State of Incorporation: _____

c. President's Name: _____

d. Vice President's Name: _____

e. Secretary's Name: _____

f. Treasurer's Name: _____

g. Name and address of Resident Agent: _____

3. If Offeror is an individual or partnership, answer the following:

Date of Organization: _____

Name, address an ownership units of all partners:

State whether general or limited partnership: _____

4. If Offeror is other than an individual, corporation partnership, describe the organization and give the name and address of principals:

5. If Offeror is operating under fictitious name, submit evidence of compliance with the Alabama Fictitious Name Statute.

6. How many years has your organization been in business under its present business name?

a. Under what other former names has your organization operated?

ACKNOWLEDGEMENT

State of Alabama

County of _____

On this the _____ day of _____, 20 __, before me, the undersigned Notary Public of the State of Alabama, personally appeared _____ - and (Name(s) of individual(s) who appeared before notary) whose name(s) in/are Subscribed to the within instrument, and he/she/they acknowledge that he/she/they executed it.

NOTARY PUBLIC, STATE OF ALABAMA

NOTARY PUBLIC
(commissioned)

(Name of Notary Public: Print, stamp, or type as

SEAL OF OFFICE: _____

☐ Personally known to me, or ☐ Produced Identification: _____ ☐ **DID** take an oath, or ☐ **DID NOT** take an oath.

4. EMERGENCY CONTACT INFORMATION – 24 hours per day, 7 days per week access

Contact Person	E-mail Address	Toll Free	Fax#	Cellular and Nextel Direct Connect#
Main				
Alternate				
Alternate				
Alternate				

5. REFERENCES:

Entity/Company Contact Person	E-mail Address	Telephone #	Fax#

6. COMMITMENTS – State all contracted commitments with other entities/companies:

Entity/Company Contact Person	Telephone/Fax# E-mail Address	Contact Commitment Period	Services Committed

NON-COLLUSIVE AFFIDAVIT

State of _____

County of _____

_____ being first duly sworn, deposes and says that:

1. He/she is the _____, (Owner, Partner, Officer, Representative or Agent) of _____ the Offeror that has submitted the attached Proposal;
2. He/she is fully informed respecting the preparation and contents of the attached Proposal and of all pertinent circumstances respecting such Proposal;
3. Such Proposal is genuine and is not a collusive or sham Proposal;
4. Neither the said Offeror nor any of its officers, partners, owners, agents, representatives, employees or parties in interest, including this affiant, have in any way colluded, conspired, connived or agreed, directly or indirectly, with any other Offeror, firm, or person to submit a collusive or sham Proposal in connection with the Work for which the attached Proposal has been submitted; or have in any manner, directly or indirectly sought by agreement or collusion, or have in any manner, directly or indirectly, sought by agreement or collusion, or communication or conference with any Offeror, firm, or person to fix the price or prices in the attached Proposal or of any other Offeror, or to fix any overhead, profit, or cost elements of the Proposal price or the Proposal price of any other Offeror, or to secure through any collusion, conspiracy, connivance, or unlawful agreement any advantage against (Recipient), or any person interested in the proposal Work.

Signed, sealed and delivered
in the presence of:

By: _____

(Printed Name)

(Title)

ACKNOWLEDGEMENT

State of Alabama

County of _____

On this the _____ day of _____, 20 ____, before me, the undersigned Notary Public of the State of Alabama, personally appeared _____ - and (Name(s) of individual(s) who appeared before notary) whose name(s) in/are Subscribed to the within instrument, and he/she/they acknowledge that he/she/they executed it.

NOTARY PUBLIC, STATE OF ALABAMA

NOTARY PUBLIC
commissioned)

(Name of Notary Public: Print, stamp, or type as

SEAL OF OFFICE: _____

☐ Personally known to me, or ☐ Produced Identification: _____
take an oath.

☐ **DID** take an oath, or ☐ **DID NOT**